

DECISION

Introduction

This hearing dealt with cross applications including:

The Tenant's October 3, 2023, Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the "Act") for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) and an extension of the time limit to dispute the One Month Notice under sections 40 and 59 of the Act

The Landlord's November 10, 2023, Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the "Act") for:

- An Order of Possession for the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under sections 40 of the Act
- Payment of the \$100.00 filing fee

The parties indicated their intention to settle their dispute after testimony and evidence was received as part of an approximately one-hour long teleconference hearing.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. If the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of their respective applications and the issues in dispute arising out of this tenancy at this time and did so of their own free volition and without any element of coercion:

1. The One-Month Notice to End Tenancy dated September 13, 2023, is cancelled and the tenancy continues until it is ended in accordance with the Act, so long as the Tenant abides by the following conditions:

- a) The Daschund “Willie” is removed from the Tenant’s home and pad site and the Park, on or before end of day January 25, 2024, and is not brought back into the Park or the Tenant’s home and pad site
 - b) The Tenant does not acquire new pets – the current cat can remain
 - c) The Tenant’s male associate named on the cover page of this report is not invited to and does not attend the Park or the Tenant’s home and pad site
 - d) The Tenant maintains their yard and grass as required by Park rules and tenancy agreement
 - e) The Tenant is respectful and courteous with the Landlord and other residents of the Park
2. Both parties agreed that these particulars comprise the full settlement of all aspects of their respective applications for dispute resolution.

Conclusion

I make no findings on the merits of the matter because the parties agreed to settle.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: January 11, 2024

Residential Tenancy Branch